To:	Jeffrey J. Patrick
Cc:	Sara Peet
Subject:	FW: Santa Maria PD/Axon | MSPA Contract for Legal
Date:	Thursday, November 17, 2022 3:54:12 PM
Attachments:	Santa Maria PD (CA)-Axon - MSPA.docx Santa Maria PDAxon Fleet 3 SOW.pdf Santa Maria PDAxon Interview Room SOW.pdf

Jeffrey –

The PD is working towards signing a contract with Axon for body cameras, in-car cameras, and Tasers. We have until the end of December to sign contracts to get locked into 2022 pricing. While we still negotiate pricing, our hope is we can get a head start on the CAO review of the legal language to help speed up the process.

An area that should get extra attention is our ability to terminate the contract. A portion of the funds will be coming from a capital account, specifically designated for the replacement of in-car cameras, however, due to an oversight, it was not approved by council in the budget. So, IT will be putting it before council in February of 2022 for approval. This contract needs to contain language to your satisfaction, to allow termination in the unlikely event the council does not approve that portion of the funding. See below excerpt:

1. **Termination**.

   1.1. **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

   1.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

   1.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

Josh Campbell, JCampbell@Axon.com,

Dan Cohen, Division Commander
Santa Maria Police Department
(805) 928-3781 X-1234

From: Lauren Gauer <lgauer@axon.com>
Sent: Thursday, November 17, 2022 3:18 PM
To: Daniel Cohen <dcohen@cityofsantamaria.org>; Sara Peet <speet@cityofsantamaria.org>;

Michael Haberkern <mhaberkern@cityofsantamaria.org>
Cc: Tom Richardson <trichardson@axon.com>
Subject: Santa Maria PD/Axon | MSPA Contract for Legal

*** EXTERNAL EMAIL: Please use caution when opening links or attachments.***

Santa Maria PD Team,

Please see the attached MSPA for legal's review. If you have any questions, please do not hesitate to reach out!

LAUREN GAUER (PENNELL)
Account Executive, Software & Cameras - Northwest

M / 480 580 3639

AXON.COM